

**CONTRACT PERIOD THROUGH JULY 31, 2004**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **EXHAUST SYSTEMS: CLEANING, REPAIR AND CHEMICAL TREATMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 25, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SD/lc  
Attach

Copy to: Clerk of the Board  
Steve Varsack, Facilities Management Development  
Monica Mendoza, Materials Management

(Please remove Serial 96060-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **EXHAUST SYSTEMS: CLEANING, REPAIR AND CHEMICAL TREATMENT**

1.0 **INTENT**

To establish a local source for the cleaning, repair, and chemical treatment of various kitchen exhaust systems utilized in County buildings, including related duct for the Facilities Management Department (FMD).

The work shall consist of furnishing all equipment, tools, labor, supervision, chemicals, materials, transportation and all effort necessary to thoroughly decontaminate and clean all grease, dirt, lint, and other flammable or combustible substances in an the exhaust system, which includes hoods, filters, lint collectors, duct, and fans. In addition to cleaning, any repairs necessary to maintain the system to full operation. All work shall include interior of the blades, louvers and fans, and final point of exhaust for all systems, and the roof areas adjacent to the exhaust vent.

2.0 **TECHNICAL SPECIFICATIONS:**

- 2.1 Contractor shall supply cleaning/repair service to the County between the hours of 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays. All services requested outside of these times shall be considered AFTER HOURS.
- 2.2 All systems are to be cleaned on a quarterly schedule, a minimum of four (4) times per calendar year.
- 2.3 All repairs to the exhaust systems shall be of no cost to the County with the exception of replacement parts. If Contractor is called out after hours for repairs, a line item price for labor as bid in ATTACHMENT A, PRICING will be used.
- 2.4 Following the completion of the work required, the Contractor shall apply a chemical powder, for the purpose of saponification of the system. This will assist in subsequent cleanings except where there is lint transmission and collection, or when steam cleaning has left no residue. If residue of any sort remains after steam cleaning, the chemical powder shall be applied. All chemicals used will be non-toxic, non-corrosive, odorless, and non-flammable.
- 2.5 All chemicals used shall be EPA, OSHA, and USDA approved and specifically authorized for use as specified. All cleaning and deodorizing chemicals shall be harmless to human life if accidentally contacted on skin or ingested. A copy of all MSDS sheets for all chemical used must be submitted with bid package.
- 2.6 DEFINITIONS: The following terms used in this Contract shall have the following meaning:
  - 2.6.1 Exhaust duct system: Shall comprise the hood, hood filters, duct system proper in its entirety including fan and blower, housing, fan, fan wheel, and all other appurtenances pertaining thereto, with the exception of the motor.
  - 2.6.2 Blower unit: Shall comprise the complete blower assembly including the housing, wheels, shafts, braces, supports, pulleys, and all appurtenances pertaining thereto, with the exception of the motor.
  - 2.6.3 Cleaning: Shall comprise the complete removal and disposal of all grease, vapor, lint, dust, and any other foreign matter from metal.
  - 2.6.4 Chemical treating: Shall comprise the application of chemicals possessing grease retarding, sanitizing, and deodorizing properties.

- 2.7 All electrical switches, detection devices, and system cylinders shall be locked, pinned, and protectively covered and/or sealed to prevent the accidental starting of fans or actuating the fire extinguishing system. Care should be taken not to apply cleaning chemicals on fusible links or other detection devices of the automatic extinguishing system.
- 2.8 Cleaning of the various systems shall be accomplished by scraping, wire brushing, or similar methods and/or by steam, if the latter does not interfere with operations of the kitchen. The entire system shall be completely cleaned to expose the metal surface.
- 2.9 To prevent damage to fan motors, the motors shall be covered or some other acceptable method to ensure no damage will occur during the cleaning operation. The outside surface of the fan motors will be wiped clean of grease, lint, dust, or dirt. After systems are cleaned, the exhaust system shall be tested for proper operation. Contractor's staff shall ensure all cleaning rags, tools, or any other device used to clean exhaust system.
- 2.10 When cleaning procedures are completed, all electrical switches, detection devices, system supply cylinders, etc., shall be returned to an operable state. Dampers and diffusers shall be positioned for proper air flow.
- 2.11 All grease, lint, dust, or dirt removed from the contaminated areas, or accumulated in the process of cleaning, shall be gathered and removed from each site and disposed of as directed by the Contractor following guidelines established by Federal, State, Municipal, and/or OSHA regulations. All debris generated by the cleaning process shall not be deposited into County trash containers.
- 2.12 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified by the County and given one (1) day to correct the work. The County reserves the right to complete the work to its satisfaction and deduct the cost from any monies due the Contractor if the work is not corrected within the allotted time frame.
- 2.13 If additional cleaning services between scheduled visits is required, OR, if work requested is outside the scope of this contract, it shall be done only after written authorization by FMD. Failure to follow this requirement will result in non-payment.
- 2.14 **WORK SCHEDULES:**
- At the Post Award Conference, the Contractor shall provide a proposed work schedule to accomplish the services pursuant to this contract. The schedule shall be set on an annual calendar identifying tasks and frequency of work. This will enable FMD personnel to identify contracted services performed or not performed. The schedule shall be subject to FMD approval. Thereafter, significant changes shall be reported to the County in writing on the first work day of the following week. The report shall include an explanation of WHY the work was not completed and plans for getting the work back on schedule.
- 2.15 Cost of Parts that have been damaged due to Contractor's negligence shall be borne by the Contractor, including labor to replace said part(s).
- 2.16 **INVOICING:**
- Invoices must be billed to the County agency making the request.
- All invoicing MUST include:
- Purchase order number;  
Terms as bid;  
Contract serial number;

Contract section number referencing site/price column ;  
Job site name and address;  
FMD building number;  
Description of work performed;  
Rate as bid;  
Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

If work is for additional cleaning not scheduled or outside scope of work, Letter of Authorization must accompany invoice. Failure to follow these requirements will result in non-payment, and invoicing returned to Contractor until proper requirements are met.

Invoicing for scheduled service MUST be billed separately. The invoice must delineate what services were performed and contain all the aforementioned requirements.

2.17 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

**3.0 SPECIAL TERMS & CONDITIONS:**

- 3.1 The specifications of this contract are intended to provide service (labor), and parts for replacement only. Currently, a State of Arizona contractor's license is not required.
- 3.2 All work performed by Contractor shall be to a professional standard.
- 3.3 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of special waste or contaminated materials.
- 3.4 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
- 3.5 The Contractor shall make necessary repairs to in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 3.6 A Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.

ALL CONTRACTOR EMPLOYEES SHALL WEAR COUNTY-ISSUED PICTURE IDENTIFICATION BADGES ON UNIFORMS AT ALL TIMES WHILE PERFORMING WORK IN COUNTY BUILDINGS

3.7 EMPLOYEES OF THE CONTRACTOR

No one except authorized employees of the Contractor are allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. It shall be a requirement for security screening of all employees performing work at County sites.

- 3.8 The Contractor shall operate in strict accordance with the state/local regulations and the Standards of National Board of Fire Underwriters (SNBFU), and National Fire Protection Association (NFPA) bulletin number 96 while working the mechanical equipment. Drop clothes, shields, and other protective devices shall be used to prevent damage to mechanical equipment and areas adjacent to units being cleaned and treated. With the user department's approval, move all furniture, fixtures, and equipment that may interfere with the work, and shall reposition same upon completion of work, and clean the area in which work was performed. All bracing, rafters, adjacent structural members, and equipment shall be left clean after operations are completed.

- 3.9 If, after Contractor completes his cleaning operations, the exhaust system fails to function, repairs necessary to bring system back to operating standards shall be borne by the

3.10 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.11 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of TWO (2 ), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.12 INDEMNIFICATION AND INSURANCE

3.12.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.13 **INSURANCE REQUIREMENTS**

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies

and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.13.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.13.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.13.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.14 **CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.15 **CANCELLATION AND EXPIRATION NOTICE:**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.16 **TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.17 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.18 **TECHNICAL AND DESCRIPTIVE LITERATURE:**

Bidder(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

3.19 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

**Purchase Card Clarification.**

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is



from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

**3.20 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

**3.21 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

**3.22 INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT CONSULTANT – (602) 506-3450

Technical Telephone inquiries shall be addressed to:

STEVE VARASACK, FMD (602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**4.0 CONTRACT TERMS AND CONDITIONS:**

**4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a

Using Agency or Department and proper authorization and documentation have been approved.

**4.2 ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement

withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.9 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.14 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and the using Agency (ies) shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.16 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.17 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.18 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**4.20 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

**4.21 GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**4.22 DELIVERY:**

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.23 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.24 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**AA ARIZONA EXHAUST MAINTENANCE SERVICE, 4324 N. 72<sup>ND</sup> DR., PHOENIX, AZ 85033**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_\_ NO (FAX ONLY)

ACCEPT PROCUREMENT CARD: \_\_\_\_ YES \_\_\_X\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: \_\_\_\_ YES \_\_\_X\_\_\_ NO \_\_\_\_ % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: \_\_\_\_ YES \_\_\_X\_\_\_ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_X\_\_\_ YES \_\_\_\_ NO

**PRICING: S073408 / ~~B063453~~ B0603453**

**1.0 PRICING:**

Pricing, in accordance with specifications:

<u>SECTION NUMBER</u>	<u>SITE</u>	<u>BLDG. NUMBER</u>	<u>AREA SERVED</u>	<u>FANS</u>	<u>YEAR1 Price per Quarter</u>	<u>YEAR2 Price per Quarter</u>	<u>YEAR3 Price per Quarter</u>
1.1	Madison St. Jail 102 W. Madison St. Phoenix, AZ	3309	Oven, griddle, range hood	1	\$121.20	\$122.40	\$123.60
1.2	MCSO-Durango Jail	1601	Cooking line	6	\$240.36	\$242.74	\$245.12
1.3	3225 W. Durango		Bakery, east	1	\$100.98	\$103.08	\$106.17
1.4	Phoenix, AZ		Bakery west	1	\$100.98	\$103.08	\$106.17
1.5	MCSO-Estrella Jail 2939 W. Durango Phoenix, AZ	1403	Hood	3	\$151.50	\$154.53	\$159.16
1.6	MCSO-Towers Jail	1611	Hood	3	\$151.50	\$154.53	\$159.16
1.7	3127 W. Durango Phoenix, AZ		Laundry, lint collector	2	\$181.80	\$185.43	\$190.86
1.8	Juvenile	1706	Oven, griddle, deep fryer	2	\$75.00	\$75.70	\$77.97
1.9	3125 W. Durango		Steam kettle	1	\$75.00	\$75.70	\$77.99
1.10	Phoenix, AZ		Grill, boiler	1	\$75.00	\$75.70	\$77.99
1.11			Laundry, lint collector	1	\$156.50	\$158.63	\$163.33

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1.12	Cafeteria-Durango 3341 W. Durango Phoenix, AZ	1918	Grille, deep fryer	1	\$127.20	\$129.74	\$133.63
1.13	Food Court-ECB	3307	Gas fired cooking, steamer	1	\$150.46	\$153.55	\$158.15
1.14	101 W. Jefferson St. Phoenix, AZ		Griddle, deep fryer	1	\$72.39	\$73.83	\$76.04
1.15	Cafeteria-SE Facility 222 E. Javelina Mesa, AZ	2855	Grilles	2	\$111.07	\$113.29	\$116.68
1.16	MCSO-Mesa Substation	2853	Kitchen	1	\$100.89	\$102.96	\$106.04
1.17	1840 S. Lewis Mesa, AZ		Laundry, lint collector	2	\$181.80	\$185.43	\$190.86
1.18	Juvenile 1810 S. Lewis Mesa, AZ	2856	Laundry, lint collector	2	\$181.80	\$185.43	\$190.86

**Other Services:**

1.19	Clean supply and return grills:	<u>\$12.70</u>
1.20	Clean duct related to exhaust hoods:	<u>\$12.00 per foot</u>
1.21	Labor, hourly rate, business hours:	<u>\$21.50</u>
1.22	Labor, hourly rate, after hours:	<u>\$28.00</u>
1.23	Labor, services outside the scope of contract:	<u>\$21.50</u>
1.24	Components purchased, related to hoods/grills, cost plus:	<u>20%</u>

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Terms:	2% 30 DAYS NET 31
Federal Tax ID Number:	86-0358650
Telephone Number:	<del>602</del> <b>623</b> / 846-3196
Fax Number:	<del>602</del> <b>623</b> / 846-3228
Contact Person:	Millie Tester
Vendor Number:	86-0358650 A
E-mail Address:	N/A
Contract Period:	To cover the period ending <b>July 31, 2004.</b>